

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re: Joseph Mizera)
Theresa Mizera) .Case No.15-40131
Debtor(s)) Hearing Date: May 28, 2015
) Hearing Time: 11:00 A.M.
) Hearing Location: Courtroom 7 N

SECOND AMENDED CHAPTER 13 PLAN

**PAYMENTS. Debtor is to pay to the Chapter 13 Trustee the sum of the following amounts:
(complete one of the following payment options)**

\$ 400 per month for 60 months.

\$ per month for months, then \$ per month for
months, then \$ per month for months.

A total of \$ through , then \$ per month for
months beginning with the payment due in , 20 .

In addition, Debtor shall pay to the Trustee, and the plan base shall be increased by the following:

(1) Tax Refund. Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit and Additional Child Tax Credit (Line 65 of Form 1040 or Line 39 of Form 1040A), each year. (2) Employee Bonuses. Debtor shall send fifty percent of any employee bonus or other distribution paid or payable to Debtor during the term of the plan. (3) Additional Lump Sums. Debtor shall send additional lump sums(s) consisting of , if any, to be paid to the Trustee.

DISBURSEMENTS. Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 5 and fees in paragraph 6, those funds shall be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

1. **Trustee and Court Fees.** Pay Trustee a percentage fee as allowed by law and pay filing fees if the Court enters an order providing for filing fees to be paid in the Chapter 13 plan.

2. **Executory Contract/Lease Arrearages.** Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3 (A or B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD
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3. Pay sub-paragraphs concurrently:

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
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(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate other than Debtor's residence)** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph ____ below.

CREDITOR NAME	MONTHLY PAYMENT
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(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(E) **DSO Claims in equal installments.** Pay any pre-petition domestic support obligation arrears (not provided for elsewhere in this plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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4. **Attorney Fees.** Pay Debtor's attorney \$ _1700_____ in equal monthly payments over _12_____ months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below. [See the Local Rules for limitations on use of this paragraph]

5. Pay sub-paragraphs concurrently:

(A) **Pre-petition arrears on secured claims paid in paragraph 3.** Pay pre-petition arrearage on debts paid under paragraphs 3 (C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
Nutter	15300	48 mos	0
Neighbors	4000	48 mos	0

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 4.75 % interest.

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
		60 mos	

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 4.75 % interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9 (A), estimated as set forth below:

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/ INTEREST
			60 mos	

(D) **Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period set forth below and with interest as identified below.

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
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(E) Pay any post-petition fees and costs as identified in a notice filed per Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

6. Pay \$ 2000 of debtor's attorney's fees and any additional attorney fees allowed by the Court.

7. Pay sub-paragraphs concurrently:

(A) **Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below.

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable

by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to § 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s).

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE (100% or lesser dollar amount enumerated here)
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8. **Priority Claims.** Pay the following priority claims allowed under 11 U.S.C. section 507 in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
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9. Pay the following sub-paragraphs concurrently:

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$__6461___. Amount required to be paid to non-priority unsecured creditors as determined by 1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$__0___. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: \$__0___. Debtor guarantees a minimum of _____ (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s) with any deficiency paid as non-priority unsecured debt:

CREDITOR	COLLATERAL
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(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt.:

CREDITOR	CONTRACT/LEASE
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10. Other:

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily. Within fourteen days of filing federal and state income tax returns, Debtor shall provide a copy of each return to the Chapter 13 Trustee.

14. Any post-petition claims filed and allowed under 11 U.S.C. section 1305 may be paid through

the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR. THE TRUSTEE, IN HIS SOLE DISCRETION, MAY DETERMINE TO RESERVE FUNDS FOR PAYMENT TO ANY CREDITOR SECURED BY A MORTGAGE ON REAL ESTATE PENDING FILING OF A CLAIM.

DATE: _____

DEBTOR:s __Joe Mizera

DATE: _____

DEBTOR: _s __Theres a Mizera

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**United States Bankruptcy Court
Eastern District of Missouri**

In re **Joseph Mizera, Sr.
Theresa Mizera**

Debtor(s)

Case No. **15-40131**
Chapter **13**

CERTIFICATE OF SERVICE

I hereby certify that on **May 7, 2015**, a copy of SECOND AMENDED PLAN__ was served electronically or by regular United States mail to all interested parties, the Trustee and all creditors listed below.

**AMCOL Systems
PO 21625
Columbia, SC 29221**

**AMCOL Systems Inc.
Creditor: Mercy St. Johns Medical Center
PO Box 21625
Columbia, SC 29221**

**Ameren Missouri
PO Box 88068
Chicago, IL 60680-1068**

**CACi
Creditor-St. Anthony's Medical Center
PO Box 270480
Saint Louis, MO 63127-0480**

**City of Festus Utility Billing Service
950 N. Fifth Street
Festus, MO 63028**

**Credit First N.A.
Plaza Tire Service Acct
PO Box 81344
Cleveland, OH 44188-0344**

**Creditors Discount & Audit Co.
Creditor: Emergency Physicians of St. Lo
415 E. Main St
PO BOX 213
Streator, IL 61364-0213**

**Derm-Care PC
PO Box 952409
Saint Louis, MO 63195-2409**

**James B. Nutter & Company
4153 Broadway
P.O. Box 10346
Kansas City, MO 64171**

**Martin Leigh Laws & Fritzlen
1044 Main St
Ste. 900
Kansas City, MO 64105**

**Mercy Clinic East Communities
PO Box 504655
Saint Louis, MO 63150-4655**

**Mercy Hospital St. Louis
C/O Valarity, LLC
Po Box 505023
Saint Louis, MO 63150-5023**

**Mercy Hospital St. Louis
PO Box 504856
Saint Louis, MO 63150-4856**

Neighbors Credit Union
6300 S. Lindbergh
Saint Louis, MO 63123

Regional Dermatology, LLC
1463 HWY 61
Suite B
Festus, MO 63028-4109

Scott Radiological Group, Inc.
2344 Hampton Ave
Saint Louis, MO 63139

SLU Care
PO Box 18353M
Saint Louis, MO 63195-8353

Sommars & Associates, L.L.C.
911 Washington Ave
Ste. 415
Saint Louis, MO 63101

St. Anthony's Medical Center
PO Box 66766
Saint Louis, MO 63166-6766

St. Anthonys Medical Center
PO Box 790126
Dept #30698
Saint Louis, MO 63179-0126

Tower Loan Of Missouri, LLC
P.O. Box 488
De Soto, MO 63020

Valarity
Creditor Mercy Hospital ST. Louis
PO Box 505023
Saint Louis, MO 63150-4856

Valarity, LLC
Creditor-Mercy Hosp St. Louis
PO Box 505023
Saint Louis, MO 63150-4856

WCP Laboratories, Inc.
C/O Account Resolution Corporation
PO Box 3860
Chesterfield, MO 63006

West County Radiology Group
11475 Olde Cabin Rd
Ste. 200
Saint Louis, MO 63141

Jerry Hoff #27743MO
Hoff Law Center
12300 Old Tesson Road
Saint Louis, MO 63128
314-849-1001 Fax: 314-849-0655
JerryHoff13@yahoo.com